



The net proceeds resulting from the taking of all or any part of the property by eminent domain or from any sale in lieu thereof, shall be applied upon the indebtedness in inverse order to its maturity; in the event of the destruction of the improvements by fire or other casualty, the net proceeds of the insurance shall be applied upon the indebtedness secured hereby in inverse order of its maturity; or at the option of the Beneficiary such proceeds may be used to restore the improvements to their former condition. In the event of any casualty loss, Grantors direct any insurer to pay Beneficiary directly and appoint Beneficiary as attorney in fact to endorse any draft to the extent not prohibited by law.

If Grantors fail to provide the insurance and pay all taxes, assessments or other governmental charges as herein provided and maintain repairs and protect and preserve the property; the Beneficiary or any future holder of the indebtedness hereby secured at its option and discretion may secure and pay such insurance, and pay such taxes, assessments, other governmental charges and repairs, and cure, without obligation, a default under any prior lien or deed of trust and all expenditures for such purposes shall become an indebtedness of the Grantors, due upon demand, and the payment of the same shall be secured by this instrument. The curing of any default by the Beneficiary or any future holder of the indebtedness hereby secured shall not prevent or excuse any default on the part of the Grantors or operate as a waiver of any right to cure a default hereunder. Any rights provided herein to the Beneficiary accrue to any future holder.

Grantors have the right to pay more than the payment schedule in said note requires or to pay said note in full at any time. In the event of a prepayment of said note, provided the holder thereof refunds any unearned finance charge on prepayments as required by Section 75-67-127(c) of the Mississippi Code Annotated of 1972 (as amended), unless the prepayment is the result of a renewal or refinance of said note, the holder of said note may charge a prepayment penalty not exceeding for each of the first five years following the date of said note, the following percentage of the balance of said note (after crediting the unearned finance charge): (1) 5% of the unpaid principal balance if prepaid during the first year; (2) 4% of the unpaid principal balance if prepaid during the second year; (3) 3% of the unpaid principal balance if prepaid during the third year; (4) 2% of the unpaid principal balance if prepaid during the fourth year; (5) 1% of the unpaid principal balance if prepaid during the fifth year, and (6) no penalty if prepaid more than five years from the date of the note creating the debt.

The following are authorized to select and substitute another Trustee in the place of the above-named Trustee, or any successor, at any time any of them may so desire, namely: (1) the Beneficiary herein, (2) if there be more than one Beneficiary, then any one of them, or (3) any future holder on the indebtedness secured hereby, or any part thereof. It shall not be necessary to obtain the consent or resignation of the original Trustee, or any successor, before appointing another Trustee in his place, and any such appointee, who may be an agent, employee, or officer of the Beneficiary, shall have full and sole power as Trustee herein. Any part of this instrument contrary to applicable law shall not invalidate the other parts of this agreement.

Grantors agree that no other party, lender or Beneficiary under this deed of trust or the notes herein described has any responsibility to review the provisions, if any, in any prior mortgage or deed of trust encumbering said property which declare the entire balance of the indebtedness secured by such prior mortgage or deed of trust to be immediately due and payable in the event Grantors further encumber said property with regard to any of Grantors liabilities under any such prior mortgage or deed of trust.

In construing this deed of trust the gender and number of words may be changed to meet the context.

IF ALL OR A PART OF SAID PROPERTY OR AN INTEREST THEREIN IS SOLD OR TRANSFERRED BY THE GRANTORS WITHOUT THE PRIOR WRITTEN CONSENT OF THE OWNER OF THE INDEBTEDNESS SECURED HEREBY THE OWNER OF THE INDEBTEDNESS MAY, AT ITS SOLE OPTION, DECLARE ALL SUMS SECURED BY THIS DEED OF TRUST TO BE IMMEDIATELY DUE AND PAYABLE.

IN WITNESS WHEREOF Grantors have executed this deed of trust this 12 day of APRIL, 2000.

Witnesses:

Hale McElwale  
Tom Turner

Signature: Debbie Q. Forsyth  
Type Name Here: DEBBIE Q. FORSYTH

Important  
Signature must be the same as the name typed on the face of this instrument and below the signature lines.

ACKNOWLEDGEMENT

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 12th day of APRIL, 2000, within my jurisdiction, the within named LAMAR FORSYTH AND DEBBIE Q. FORSYTH, who acknowledged that (he)(she)(they) executed the above and foregoing instrument.

My commission expires: MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES SEPT. 16, 2001  
BONDED THRU STEGALL NOTARY SERVICE

(Affix official seal, if applicable)

Wanda D. Stegall  
Notary Public

DEED OF TRUST

TO

Trustee  
THE STATE OF MISSISSIPPI,  
County

I, \_\_\_\_\_, Clerk

of the Chancery Court of \_\_\_\_\_

County, do hereby certify that the within named

Trust Deed was filed for record in my office on the

\_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and that the same

together with the certificate and acknowledge-

ment, is now duly recorded in Book \_\_\_\_\_,

page \_\_\_\_\_ of the Records of Trust Deeds

in my office.

Given under my hand and official seal, this

the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Clerk

By \_\_\_\_\_

My commission expires:

AFTER FILING, RETURN THIS DOCUMENT TO:  
GEM FINANCE COMPANY

Street Address or Post Office Box

EXHIBIT A  
DESCRIPTION

BK 1204 PG 05 III

PARCEL I. Beginning at a point in the east line of the northeast quarter of Section 30, township 3 South, Range 6 West, said point being a point in the north right of way of Holly Springs Road (60 feet r.o.w.) and being in the west line of the Jeanette Currie 1.5 acre tract; thence north 3 degrees 48 minutes 29 seconds west 148.64 feet along the west line of said Jeanette Currie 1.5 acre tract to a point; thence north 68 degrees 32 minutes 30 seconds west 399.79 feet to a point; thence south 7 degrees 45 minutes east 416.22 feet to a point in the north right of way of Holly Springs road; thence north 70 degrees 06 minutes 55 seconds east 346.48 feet along said right of way to the point of beginning and containing 2.24 acres. All bearings are relative as per survey of Metts Surveying, P.E., dated March 7, 1991.

PARCEL II. Beginning at a point in the east line of the north east quarter of Section 30, Township 3 South, Range 6 West, said point being a point in the north right of way of Holly Springs Road (60 feet r.o.w.) and being in the west line of the Jeanette Currie 1.5 acre tract; thence north 3 degrees 48 minutes 29 seconds west 148.64 feet along the west line of said Jeanette Currie 1.5 acre tract to a point; north 68 degrees 32 minutes 30 seconds west 399.79 feet to the point of beginning of the following parcel; thence south 07 degrees 45 minutes east 223.49 feet to a point; thence south 58 degrees 19 minutes 50 seconds west 17.69 feet to a point; thence north 4 degrees 33 minutes 57 seconds west 291.11 feet to the point of beginning and containing 0.05 acres. All bearings are relative. As per survey of Metts Surveying, P.E., dated March 7, 1991.

This property is located in NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 30, Township 3, Range 6.